



Purchase Terms and Conditions

MISSION: At CycleSafe we have a vision, to promote, encourage cycling, and to raise the awareness of the bicycling community by providing the highest quality, cost effective, low maintenance and durable parking products in the industry.

PLEDGE: CycleSafe takes pride in our bicycle parking products and we are confident that our products will meet your complete satisfaction, we stand by our engineered quality and durable manufacturing with a reputation that has withstood the test of time. Contact us with your feedback on our products and let us demonstrate our commitment to customer satisfaction with quality products.

INTELLECTUAL PROPERTY: CycleSafe has financially invested years of research and development to offer unique designs and product materials that function for durability and ease of use to complement any site. Any photographs, text, drawings or product designs shown on our website, brochures or collateral material are protected under the Lanham Act and Copyright Act of the United States, along with additional unfair competition statutes and common laws of many states. All intellectual property rights belong to CycleSafe and we will enforce those rights to the full extent including attorney's fees, regardless of whether a product or item is covered under a registered trademark or patent. These laws prohibit making, using or selling products that infringe on our proprietary designs.

SUPPLIER ONLY: CycleSafe is a supplier furnishing product only. These terms define the buy sell agreement. We are not subject to sub-contractor terms and conditions. CycleSafe, Inc. reserves the right to change any of the terms listed on this document if necessary.

COMPLIANCE: The buyer is responsible for accuracy and conformity to plans and specifications. Special requests for custom product or finishes must be accepted in writing by both the buyer and CycleSafe, Inc. Compliance for LEED credits or Buy America Certification are available through our website. <https://cyclesafe.com/sustainability/>

ORDER ACCEPTANCE: All orders must be in writing and are subject to acceptance by CycleSafe, Inc. No verbal orders accepted. Acknowledgement of an order, fabrication or shipment of any part will constitute acceptance by purchaser of all terms and conditions.

PRICES: Prices are FOB CycleSafe distribution center, Holland, MI 49423 in U.S. dollars. Prices are subject to change without notice. Shipments are made at prices prevailing at the time of the shipment. All taxes, brokers fees, customs and duties are buyers' responsibility.

INTERNATIONAL PAYMENT TERMS: 50% payment due with order. Payments are in US dollars. Balance due prior to shipment. All payments by Wire Transfer and Deposited to designated CycleSafe account prior to shipment.

DOMESTIC PAYMENT TERMS: Orders > \$10,000 prepaid. Orders < \$10,000.00 eligible for payment terms with approval. (Refer to proposed contract document for payment plans). There is an additional finance charge of 2% per month on all overdue invoices. Failure to meet payment terms will result in legal action. Buyer shall pay all collection costs incurred including attorney fees. All major credit cards accepted.

FUTURE DATED ORDERS: Future dated orders will be accepted only on the basis that we will bill materials at prevailing prices on the date shipment leaves our factory, unless payment accompanies the order, in which case we shall store complete shipment in our warehouse until notified to release same. A nominal warehouse storage fee would be negotiated.

CANCELLATION: Cancellation of orders will not be accepted without prior written authorization. Cancellations are subject to a 30-100% production fee depending on costs incurred by CycleSafe, Inc. at time of cancellation. **Special custom orders cannot be cancelled.**

RETURNS: Returned product will not be accepted without prior written authorization. A return of **standard** product is subject to a 30-100% restocking fee. Product must be received in the same condition as originally shipped and must be shipped with freight charges prepaid. Customer is responsible for cost of any repairs or parts needed to return order to "like new" condition. **Custom orders cannot be returned.**

FREIGHT CLAIMS: Shipments are FOB CycleSafe distribution center Holland, MI 49423. CycleSafe is not responsible for damage in shipment. If shipment is damaged in transit and so received or arrives incomplete, buyer is responsible for securing the proper notation of such damage or shortage from delivery agent and filing freight claim within 5 days of order receipt. Contact CycleSafe immediately and we will assist buyer reporting claim. Document any packaging or concealed damage when signing proof of delivery form.

FREIGHT: Charges are prepaid and added to the invoice. Shipment is made in the way considered best by CycleSafe, unless other arrangements are made. Shipping weights are approximate and include unit and packaging materials. CycleSafe is not responsible for delays in transit and our terms are not affected by such delays.

SPECIFICATIONS: CycleSafe Inc. reserves the right to discontinue or change the design and specification of units, and to ship the revised product without notice when such changes have been made.

LANGUAGE: All parties confirm that that this contract be drawn up in the English language.



MATERIALS and FINISHES: We can provide samples of materials and finishes upon request.

STORAGE: Product assembled at a later date needs to be stored indoors or under cover in a temperate dry environment.

ERECTION and LIABILITY: All equipment is shipped knocked down (K.D.) ready for assembly. CycleSafe can recommend installation contractors upon request that the buyer can contract with separately from this purchase agreement. CycleSafe, Inc. assumes no responsibility for equipment assembled or installed by the customer not in accordance with the manufacturer's installation Instruction Manual, typical concrete pad foundation, or other appropriate surface. Installation drawings are included with the equipment purchase and customer agrees to hold CycleSafe, Inc. free of any liability for any foundation, assembly, or installation by the customer not in accordance with manufacturer's Installation Manual. The customer agrees to hold CycleSafe, Inc. free of all liability for improper maintenance and repair of equipment by owner or customer.

TITLE: Title transfers per freight terms FOB origin. All sales are deemed to have been made in Michigan and governed by the laws of Kent County Michigan.

DIRECTIONS FOR USE: Due to the potential misuse of the goods sold under this agreement, it is agreed that these products must be installed as manufactured. CycleSafe cannot be responsible for any modifications performed without the written approval from a company owner.

ERRORS AND CORRECTIONS: Errors in construction and design on the part of CycleSafe Inc. must be reported immediately. CycleSafe Inc. must be given sufficient time to inspect the product and correct any problem before the products are corrected or installed at the project site. Charge backs will not be accepted for products that are corrected without allowing CycleSafe Inc. the opportunity to make the corrections itself or without specific written approval.

WARRANTY: Please contact your CycleSafe sales team or visit our website for individual product warranties.

DISCLAIMER OF WARRANTIES: There are no warranties expressed or implied including, without limitation, warranties of merchantability or fitness for a particular purpose by CycleSafe, Inc. Any description of the goods contained in this agreement is for the sole purpose of identifying the goods, is not part of the basis of the bargain and does not constitute a warranty that the goods shall conform to that description. No affirmation of fact or promise made by the seller, whether or not in this agreement, shall constitute a warranty that the goods will conform to the affirmation or promise. Buyer affirms that he has not relied upon Seller's skill or judgment to select or furnish goods for any particular purpose, and this sale is made without any warranty by seller that the goods are suitable for any particular purpose.

LIMITATION OF LIABILITY: CycleSafe Inc. Does not accept liability for consequential, incidental, exemplary, indirect or punitive damages, including, without limitation, any liability for third party claims against customer for damages, lost profits, or loss or corruption of data, even if CycleSafe Inc. has been advised of the possibility of such damages or if such damages are otherwise foreseeable, and whether a claim for such liability is premised upon breach of contract, warranty, negligence, strict liability, or other theory of liability. CycleSafe Inc.'s liability will be no more than the amount customer paid for the product that is subject of a claim.

AUTHORITY OF SELLER'S AGENTS: No agent or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the goods sold under this agreement, and unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included within this written agreement, it has not formed a part of the basis of this bargain and shall not in any way be enforceable.

WAIVER: No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

APPLICABLE LAW: This agreement shall be governed by Michigan Law and the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Michigan as effective and in force on the date of this agreement.

INDEMNITY: Customer shall indemnify, defend, and hold CYCLE SAFE INC. harmless from and against any and all claims, damages, losses, costs, and other expenses (including reasonable attorneys' fees) that arise directly or indirectly out of or from (a) Customer's breach of this Agreement, (b) Customer's violation of the rights of any third party; and (c) Customer's use of the Products in violation of applicable law.

DIGITAL ACCESS SOFTWARE DISCLAIMER: The software provided to operate the cellular access to the bike lockers is provided by a third-party unaffiliated with CycleSafe, Inc. and is provided "AS-IS". CycleSafe makes no warranties, express or implied, regarding the conditions of merchantability or fitness for particular purpose of any product or application offered by a third party. CycleSafe, makes no representations about the functionality, accuracy, availability, quality, completeness, validity or non-infringement of third party rights of any product or application offered. CycleSafe does not warrant or endorse and does not assume, nor will it have, any liability or responsibility to any person or legal entity regarding the functionality, accuracy, availability, quality, completeness, validity or non-infringement of third party rights of any product or application offered by a third party.

DISPUTE LOCATION: Any suit under this contract shall be in the Circuit Court of Kent County, Michigan.